UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA § Claim No: 1999A17395
vs. §

Raechelle L. Stubbs aka Raechelle Louise Slaughter

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 23830 Scotia Road, Oak Park, Michigan 48237.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$2,625.00
B. Current Capitalized Interest Balance and Accrued Interest	\$5,649.30
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (Debtor payments, credits, and offsets)	\$0.00

E. Attorneys fees

\$0.00

Total Owed

\$8,274.30

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 10.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Raechelle L. Stubbs AKA: Reachelle Stubbs 16176 Stoepel Detroit, MI 48211-0000

SSN::

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 4/5/99.

On or about 2/23/89, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Republic Savings and Loan Association of Wisconsin, Madison WI at 10.00 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payments according to the terms of the note(s), and credited \$0.00 payments to the outstanding principle owed on the loan(s). The borrower defaulted on the obligation on 6/18/91 and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,912.60 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 11/15/96 assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,625.00
Interest:	\$2,192.51
Administrative/Collection Costs	\$0.00
Late Fees:	\$0.00
Total debt as of 4/5/99:	\$4,817.51

Interest accrues on the principal shown here at the rate of \$0.72 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:	4/19/99	Name: Joan Dyer	
		Title: Loan Analyst	
		Branch: Litigation	

VINGS AND LOAN ASSOCIATION OF MAR 06 1989 JDENT LOAN APPLICATION AND PRC. SORY NOTE SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY" 1. Social Security Number MiddleInitial City, State, Zip Code +10; 6. United States You are a permanent resident of what state? a. U.S. Citizen/National 8. State of Driver's Licen Citizenship Status Year □ b. Eligible non-citizen (Alien # (Check One) Driver's Lic. #: (See Instructions) c. Neither of the above Since: State of Veh. Reg.: 9. Loan Period 10. Loan Amount Requested 11. Major course of 12. List post secondary institutions you have attended including dates: study 13. Have you ever defaulted on a GSL, PLUS/SLS or Consolidation I Have you received a GSL, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1988? Yes No If "Yes", see instruction Yes No 15. List below all GSL, PLUS/SLS and Consolidation Loans. Do Not include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE". Name of Lender City and State of Lender Loan Period Interest Unpaid Balance Beginning Date Mo. Year % 16. Wisconsin Residents Only. If married, spouse's name and address: Marital unmarried or Status: married legally separated 17a. Parent or Guardian (If deceased, other relative) 17b. Other Relative (not living at 17a or 17c or 4) 17c. Other Relative or Friend ((not living at 17a or 17b or 4) Name: Relationship: Relationship: Relationshin: Area Code/ Telephone No. Place and City of OTEST. **Employment** NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT, OF BORROWER'S RIGHTS AND RESPONSIBILITIES 1. Promise To Pay I, called Maker Identified in Section I, Item 2 and "Endorser," If any, Identified in Section I, Itam 18c, promise to pay to the lender identified in the forth in paragraph from reverse side, the sum of ction 3, Item 35, when this note becomes due at set 18a. (\$\frac{3\infty}{25}\frac{605}{00}\) or such lesser amount as is advanced to me and identified to me in the GSL Disclosure Statement, plus interest computed at the applicable rate disclosed on the GSL Disclosure Statement. If I am not satisfied with the terms of the loan on the GSL Disclosure Statement, I may cancel this agreement. Maker's Signature 18c. Endorser's Signature agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the GSL Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side. Date Endorser's Soc. Sec. No. Endorser's Address AMERICAN CAREER ACADEMY 2-TO BE COMPLETED BY THE SCHOOL 29350 Southfield Road | 20. Address 19. Name of School City, State, Zip Code 21. Area Code/Telephone No. Southfield, MI 48076 23. Borrowe (101) d5 52: 38 bendency 25. Loan Period School Code 26. Grade 27. Anticipated Grad. 28. Est. Cost of Educ 30. E.F. Contribution 31. Approved Loan Amount 32 1st Disbursement Date 33. 2nd Disbursement Date Day Mo. Day derstand the terms of the School's Certification" the REVERSE Signature of Sc ool Official Print Name and Title SECTION 3-TO BE COMPLETED BY THE LENDER Name of Lender 1st Disbursement Amount Republic Savings and Loan Association of Wisconsin Street Address City, State, Zip Code 2nd Disbursement Amount P.O. Box 8951 Madison, WI 53708 Lender Code 38. Entity Number 39. Area Code/Telephone No. **Total Amount** Approved 822135 1-800-458-5356 ation \$ 2850 West Bluemound Road 93 Ronald J. Fillon, Vice President ENDER - COPY A Signature of Student Lean Official

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I CERTIFY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE

NAME

DATE

5·12-cv-12456-1CO-MKM-ECE PageID:6 Filed 06/06/12 History and the company of the

2. DEFINITIONS. All words, phrases, and conditions not defined in this Note shall be construed according to common and app.

"usage unless a technical meaning is ascribed to the state of the state of

The Great Lakes Higher Education Corporation shall be celled "GLHEC".

APPLICABLE INTEREST RATE. (1) The Maker agrees to pay an amount equivalent to simple interest (as specified in [4]) on the unpaid principle belience from the date of disburgament until the entire principal sum and accrued interest are paid in fult. (2) However, the Secretary will pay the interest that accrues on this loan prior to repayment status and during any deferment, if a determined that the Maker qualifies to have such payments made on the Maker's behalf under the regulations governing the Garantined Student Loan Program ("GSLP"). In this event that the interest of this loan is payable by the Secretary, neither the lender nor the holder of this Note may strenpt to collect the interest from the Maker. The Maker, however, may choose that the interest of this loan is payable by the Secretary, neither the lender nor the holder of this Note may strenpt to collect the interest accrues on this loan, except that if the interest accrues on this loan, except that if the interest accrues on the interest from the Maker. The Maker, however, may choose that the interest containing the maker is payable by the Secretary, neither the lender nor the holder of this Note may strenpt to collect the interest from the Maker. The Maker, however, may choose that the interest accrues on this loan, except that if the interest accrues on this loan, except that if the interest accrues on the interest from the Maker. The Maker is payable by the Secretary, neither will be responsible for all interest accrues on this loan on the payable by the Secretary, will be accrued the secretary and the Maker bas payable by the Secretary will be accrued the secretary and the Maker bas no outstanding GSL(s) the Maker is not outstanding GSL(s) the payable by the Secretary will be accrued to the secretary acc

4. GUARANTEE INSURANCE FEE. The Maket agrees to pay a loan guarantee insurance fee to Lender equal to 1% of the Loan Amount. The amount of this fee will be shown on the GSL A GUARANTEE INSURANCE FEE. The Maket agrees to pay a loan guarantee insurance fee to Lender equal to 1% of the Loan Amount of this loan has been disbursed to the Maker. Disclosure Statement and it will be deducted proportionally from each disbursement of this loan. This fee may be refundable if no amount of this loan has been disbursed to the Maker.

5. LOAN ORIGINATION FEE. The Maker agrees to pay to the lender a loan origination fee equal to 5% of the Loan Amount. This fee may be increased to 5.5% by Presidential order lesued pursuant to the sequestration provisions of the Belanced Budget and Emergency Deficit Control Act of 1985. The amount of this fee will be shown on the GSL Disclosure Statement and it will be deducted by the lender from each disbursement of the proceeds of the loan in an amount prorated in accordance with the amount of each disbursement.

will be deducted by the lender from each disbursement of the proceeds of the loan in an amount prorated in accordance with the amount of each disbursement.

8. PAYMENT OF NOTE: During the Interim Period consisting of the time the Maker continues to carry at an eligible institution at least one half the normal full-time academic workload as determined by that institution plus the Grace Period, no payments are due from the Maker will sign, a Payment Schedule and Disclosures form which will establish the number and amounts of the subsidy. During the Grace Period, the lender will provide the Maker will sign, a Payment Schedule and Disclosures form which will establish the number and amounts of the subsidy. During the Grace Period, the lender will provide the Maker will sign, a Payment Schedule and Disclosures form which will be paid to the lender will provide the Maker and the Maker will sign, a Payment Period' commencing at the conclusion of the Grace Period, The lender may payment period to repay the principal and interest due on this note over the period ("Repayment Period") commencing at the conclusion of the Grace Period, and the Indian payment Period is the Grace Period, and the Payment Schedule and Disclosures form, provided by the lender promptly in writing after ceasing to carry at an eligible institution at least one half the normal full-time academic minimum required by par. 7. The Maker agrees (A) to notify the lender promptly in writing after ceasing to carry at an eligible institution at least one half the normal full-time academic minimum required by par. 7. The Maker agrees (A) to notify the lender promptly in writing after ceasing to carry at an eligible institution at least one half the normal full-time academic minimum required by par. 7. The Maker agrees (A) to notify the lender

7. NAMESTIM PAYMENT. The total annual payment by the Maker during any year of the repayment parlod on all GSL and PLUS/SLS loans made under the Act shall not, unless otherwise agreed to by lender and Maker, be less than \$500 on the balance of all such loans plus accrued interest, whichever is less, except that if a hijsband and wife both have outstanding GSL and agreed to by lender and Maker, be less than \$500 on the combined annual payment on all such loans by husband and wife shall not be less than \$500 or the combined balance of all such loans plus accrued interest. PLUS/SLS loans, the total combined annual payment may be more than indicated above depending on the total amount borrowed.

Whichever is less. The required annual payment may be more than indicated above depending on the total amount borrowed.

whichever is less. The required annual payment may be more than indicated above depending on the total amount borrowed.

8. PREPAYMENT WITHOUT PENALTY. The Maker and any Endorser may prepay the whole or any part of this Note at gry time without penalty, and may be entitled to a rebate of any unearner interest that was paid.

9. LATE PAYMENT PENALTY. A late payment penalty may be appropriate understand understand the payment penalty may be appropriately appropriately begins in the payment penalty may be appropriately begins in the payment of the Maker's account and deducted from any future payment plots to allow the standard payment of any principal or interest. The like charge may not exceed 6% of each installment or \$5 to, any principal or interest. The like the payment of any principal or interest. The like the payment of any principal or interest. The like the collection of the loan.

10. COLLECTION CHARGES. The Maker and any Endorser are liable for all charges and collections of the Student Loan.

11. SECURITY INTEREST. This Note is unsecured and the lender agree of the loan. The late of the loan of t

Maker according to the schedule listed on the GSL Disclosure Statement.

13. DEFERMENT. Payment of principal will be deferred after the repayment pended begins, should be made as a condition of principal will be deferred after the repayment pended begins, should be made as a condition of principal will be deferred after the repayment pended begins, should be made as a condition of principal will be deferred after the repayment pended begins, should be made as a condition of principal will be deferred after the repayment pended begins, should be made as a condition of principal will be deferred after the repayment pended begins, should be made as a condition of principal will be deferred after the repayment pended begins and in the United States and is studying at a school not located in the United States); (b) Full-time study at a school that is personal by the Secretary; or (di) A rehabilitation vocational school that is appeared by an agency of the Fodderal Government (see, the service accedence). (c) A graduate followship program approved by the Secretary; or (di) A rehabilitation vocational school that is appeared by an agency of the Fodderal Government (see, the service accedence). (c) A graduate followship program approved by the Secretary; or (di) A rehabilitation vocational school that is appeared by an agency of the Fodderal Government (see, the following while Maker is — (a) On active duty in the Armed Force training program for disabled in Glassification of the United States or serving as an officer in the Commence of the United States or serving as an officer in the Commence of the United States and the Code of 1954, while Section of the United States or service accedence of the United States and the Code of 1954, while Section of the Code of 1954, while Sect

nospital, or a native care recurs use of the condition for which the deferme minimum wage.

To be granted a deferment, Maker must provide the lender with written evidence of eligibility. Maker must subsequently notify the lender as soon as the condition for which the deferme minimum wage.

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14. EVENTS OF DEFAULT. This Note shall, at the option of the holder, become immediately due and payable upon the occurrence of any of the following events of default. (A) Failure
14. EVENTS OF DEFAULT. This Note shall, at the option of the holder, become immediately due and payable upon the occurrence of any of the following events of default. (A) Failure
15. EVENTS OF DEFAULT. This Note shall, at the option of the holder, become immediately due and payable upon the occurrence of any of the following events of inscrintal information on an application for a student loan. Upon default all of the Maker's rights under this agreement shall be terminated, including but not limited to the deferments provided for in par.

15. EVENTS OF DEFAULT. This Note shall, at the option of the holder, become immediately due and payable upon the occurrence of any of the following events of default. (A) Failure
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17. EVENTS OF DEFAULT. This note shall be added to the occurrence of any of the following events of default (A) Failure
18. EVENTS OF DEFAULT. This note shall be added to the occurrence of any of the following events of default (A) Failure
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regiment arrangements which may be allowed by the Great Lakes riigner Education Corporation after default, shall not reinstate or renew any such terminated rights of the Maker.

15. CONSEQUENCES OF DEFAULT. Upon an event of default (par. 14), Maker and Endorser are jointly and severally liable for all charges and collection costs (including statistics) authoris that the collection of any amounts due under this Note. If this loan is referred attaineys fees) permitted by federal statists or by rules or regulations issued by the Secretary or GLHEC for the collection of any amounts due under this Note. It is loan is referred to the collection of any amounts due under this Note. It is loan is referred to the collection of any amounts due under this Note. It is loan is referred to the collection of any amounts due under this Note.

15. A secretary or GLHEC for the collection of any amounts due under this Note. It is loan is referred to the collection of any amounts due under this Note. It is loan is referred to the collection of any amounts due under this Note.

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18. CREDIT BUREAU NOTIFICATION. Information concerning the amount of this lost and its repayment will be reported to one or more credit bureau organizations. If Maker defaults on t loan, the lender, the holder or guaranty agency will also report the default to one or more credit bureau organizations. This may significantly affect the Maker's ability to obtain other credit.

loan, the lender, the holder or guaranty agency will also report the default to one or more credit bureau organizations. This may significantly affect the Maker's ability to obtain other credit.

17. ADDITIONAL PROVISIONS. (A) The Maker and any Endorser are jointly and severally liable for all amounts owing under this Note and waive presentment for payment, demand, notice on the property of the loan which the notice of protest and protest of this Note, and consent to the terms of any payment schedule as well as any and all extensions, coincolidations and renewals without notice. Note are the proceeds of the loan which this Note evidences solely to pay the expenses of attending the educational institution listed on the loan application and in which the Maker's death of total and permanent disability in the strength of the sevent of the Maker's death of total and permanent disability in a strength of the sevent of the sevent of the Maker's death of total and permanent disability in a strength of the sevent of the sevent of the Maker's death of total and permanent disability of the sevent of the sevent of the Maker's death of total and permanent disability in a sevent of the s

evaliable to the Maker for GSL and other educational loans. For further information the Maker should contact GUHEC.

BORROWER CERTIFICATION. I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that I do not now own a refund of combined in Section 1 of this application is true, complete and correct to the best of my knowledge and Bellef and is made in good faith. I also certify that I am not now in defaul combined in Section 1 of this application is true, complete and correct to the best of my knowledge and Bellef and is made in good faith. I also certify that I am not now in defaul combined in Section 1 of this application and prepared to the section of the section of

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I CERTIFY UNDER Pr LTY OF PERJURY
THAT THIS IS A TRUL IND EXACT COPY
THAT THE ORIGINAL PROMISSORY NOTE
OF THE ORIGINAL PROMISSORY NOTE

NAME